REQUEST FOR COUNCIL ACTION

SUBJECT: Real Estate Purchase Agreement between Riverton-Redwood Associates, L.C., and the City of West Jordan.

SUMMARY: Riverton-Redwood Associates owns a parcel of real property located at 4412 West New Bingham Highway in West Jordan. The attached Right-of-Way Purchase Agreement authorizes the City to purchase the property in an effort to clear title to the existing right-of-way at the intersection of Airport Road and New Bingham Highway.

FISCAL AND/OR ASSET IMPACT: $2,500.00

STAFF RECOMMENDATION:

Staff recommends approval.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-210 authorizing the Mayor to execute the attached Real Estate Purchase Agreement between Riverton-Redwood Associates, L.C., and the City of West Jordan, and authorizing the City’s Real Property Administrator to sign all documents necessary to close the transaction."

Roll Call vote required

Prepared and to be Presented by: Recommended by:

[Signatures]

Authorized for Council Consideration: Reviewed for Legal Sufficiency:

[Signatures]

[Signatures]
BACKGROUND DISCUSSION:

Riverton-Redwood owns a parcel of land at the intersection of Airport Road and New Bingham Highway consisting of approximately 0.16 acres. The land currently contains road, utility and landscaping improvements and is largely used for City purposes.

Although City staff has argued that the property should have been dedicated to the City as part of an adjacent development, the land owner has pushed back and argued that Riverton-Redwood is the rightful owner and should be compensated for the City's use of its property.

After spending a significant amount of time arguing the facts, the attached Real Estate Purchase Agreement is the end result of settlement negotiations between City staff and the property owner, and it complies with City policies.

Attachments:
Resolution
Right-of-Way Purchase Agreement
Area Reference Map
THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-210

A RESOLUTION AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY
FROM RIVERTON-REDWOOD ASSOCIATES, L.C.

Whereas, the West Jordan City Council has reviewed the attached Real Estate Purchase
Agreement between Riverton-Redwood Associates, L.C., and the City of West Jordan (the
"Contract"); and

Whereas, the City Council desires that the Contract be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the Contract pursuant to the Utah State Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized to execute the attached Real Estate Purchase
Agreement after it has been approved as to legal form by the City Attorney.

Section 2. The City’s Real Property Administrator is authorized to act on behalf of the
City to sign all documents necessary to close the transaction.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 11th day of December 2019.

CITY OF WEST JORDAN

ATTEST:

By: ____________________________
  JIM RIDING
  Mayor

__________________________
JAMIE BROOKS
Acting City Clerk/Recorder
Voting by the City Council

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<tr>
<th>Name</th>
<th>&quot;YES&quot;</th>
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<td>Council Member Chad Lamb</td>
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<td>Council Member Alan Anderson</td>
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<td>Mayor Jim Riding</td>
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REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement, dated the _____ day of ______________, 2019, is by and between RIVERTON-REDWOOD ASSOCIATES, L.C., a Utah limited liability company (hereinafter referred to as “Riverton”), whose principal address is 1448 West 13400 South, Riverton, Utah 84065, and the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as “City”), whose principal address is 8000 South Redwood Road, West Jordan, Utah 84088.

RECITALS

A. Riverton acquired approximately 6.21 acres of vacant real property within the City of West Jordan, Utah, by Warranty Deed in April of 2003 (the “Property”).

B. In 1999, four years prior to Riverton’s acquisition, its predecessor agreed to convey approximately 0.16 acres of the Property to City for a public road, which is more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Road”).

C. The Road was built in 1999, and City has used and maintained the Road as a part of its Airport Road system ever since, but it was recently discovered that Riverton’s predecessor failed to convey the Road to City.

D. Riverton sold the Property by Warranty Deed in May of 2004, but the Road was not part of the deed description.

E. Riverton has never used or maintained any portion of the Road, but Riverton’s name is still showing as a title holder in the office of the Salt Lake County Recorder.

F. Riverton’s intent is to clear title to the Road and City’s intent is to own the Road in its present “as-is” “where is” condition.

G. Riverton and City (each a “Party,” and collectively “Parties”) have agreed to proceed with a purchase and sale of the Road pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. **Acquisition Amount.** City agrees to pay Riverton the total sum of TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($2,500.00) (the "Acquisition Amount") in exchange for Riverton executing the attached Quit Claim Deed incorporated herein as Exhibit "B" and by this reference made a part hereof (the "Deed"), and subject to the terms and conditions set forth herein. The Acquisition Amount also represents any and all claims, losses or damages of Riverton arising from City's purchase, taking or use of the Road, including but not limited to severance damages. Payment shall also constitute full compensation for the following improvements affected by City's purchase, taking or use of the Road: all existing improvements, including but not limited to trees, fences, structures, landscaping, irrigation facilities and all road features.

3. **Closing.** The Acquisition Amount shall be due in full when the fully executed Deed is delivered to City. In no event shall the Deed be delivered to City later than December 31, 2019, unless agreed upon in writing by the Parties. City shall file the Deed in the office of the Salt Lake County Recorder within 10-calendar days of receipt.

4. **Security interest.** Riverton warrants and represents that no person or entity, other than Riverton and City, has any interest of any kind in the Road, including monetary liens or encumbrances, recorded or otherwise, and therefore no monies are due to third parties for any interest in or against the Road.

5. **Taxes.** City is a tax-exempt entity and as such is not responsible for any real property taxes and assessments, thus, Riverton is responsible for all real property taxes and assessments that are past due and currently accruing. Therefore, Riverton must provide City with evidence of payment of all past due and currently accruing taxes and assessments through December 31, 2019, upon delivery of the Deed.

6. **Inspection Rights.** City has had full opportunity to inspect and investigate the Road. City is fully satisfied with the condition of the Road and has agreed to accept the Road in its present "as-is" "where is" condition. Riverton hereby makes no representations or warranties as to the condition of the Road or its suitability for City's intended use.

7. **Leases.** Riverton represents that there are no written or oral leases on all or any portion of the Road.

8. **Broker's Commission.** No broker or finder has been used for this transaction; therefore, no commissions are due.
9. **Time is of the Essence.** Time is of the essence for this contract. Riverton has until 5:00 p.m. Mountain Time on Friday, September 28, 2019, to cause its notarized signature to be fully executed on this Agreement and returned to the City by hand delivery or by First Class Mail, posted to the name and address listed below:

Duncan Murray  
Office of the City Attorney  
City of West Jordan, Utah  
8000 South Redwood Road  
West Jordan, Utah 84088

10. **Execution of Agreement.** This Agreement shall be valid only after it has been executed by the Mayor, pursuant to authorization by the City Council, and attested by the City Recorder and approved as to legal form by the City Attorney.

11. **Effect of Agreement.** Nothing in this Agreement shall be construed to relieve City or Riverton of any obligations imposed by Federal, State or local laws, ordinances, regulations or standards.

12. **Assignment.** This Agreement shall not be assigned by either Party.

13. **Attorneys’ Fees.** If either Party brings an action or proceedings for the interpretation, review, enforcement, resolution of a dispute hereunder, or for a breach of this Agreement, the prevailing Party in any such action, proceedings, reference, trial or appeal shall be entitled to its reasonable attorneys’ fees, to be paid by the non-prevailing Party as fixed by the court.

14. **Controlling Law, Jurisdiction, Venue.** This Agreement shall be governed by the laws of the State of Utah. The venue shall be in Salt Lake County, Utah.

15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the City and Riverton and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to this transaction. Any modification of this Agreement shall be binding upon the Parties only when said modification is reduced to writing, signed by the Parties and is attached hereto as an Addendum.

16. **Advice of Counsel.** The Parties confirm, represent and warrant that they (a) have carefully read this Agreement, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Agreement as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Agreement. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into this Agreement, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.
17. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

18. **Eminent Domain.** Nothing contained herein shall affect City’s power to acquire the Road by eminent domain or the exercise thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date and year first above written.

RIVERTON-REDWOOD ASSOCIATES, L.C.,
a Utah limited liability company

By: ____________________________
Name: Mark Newman
Title: President

STATE OF UTAH )
COUNTY OF SALT LAKE )

On this 19 day of November, 2019, personally appeared before me Mark Newman, who being by me duly sworn did say that s/he is the MANAGER of RIVERTON-REDWOOD ASSOCIATES, L.C., a Utah limited liability company, and that the foregoing instrument was duly authorized at a lawful meeting held or by authority of its bylaws and signed on behalf of said limited liability company.

Jenn Jones
Notary Public
Residing at Riverton, UT
My Commission Expires May 3, 2023

[ADDITIONAL SIGNATURES ON NEXT PAGE]
CITY OF WEST JORDAN, UTAH

By: ____________________________
Name: Jim Riding
Title: Mayor

STATE OF UTAH )
: ss
COUNTY OF SALT LAKE )

On this ____ day of ______________, 2019, appeared before me JIM RIDING, personally known to me to be the MAYOR of the CITY OF WEST JORDAN, UTAH, who acknowledged to me that he signed the foregoing instrument as MAYOR for the CITY OF WEST JORDAN, and the said JIM RIDING acknowledged to me that the CITY OF WEST JORDAN executed the same.

______________________________
NOTARY PUBLIC

My Commission Expires:

Residing in ________________County, ____________
EXHIBIT “A”  
(the “Road”)  

A parcel of land situated in the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) of Section 31, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, Salt Lake County, State of Utah, more particularly described as follows:

Beginning at the Northeast corner of that certain tract of land conveyed to Wagstaff Investments by that certain Trustee’s Warranty Deed dated October 1, 1998, and recorded on October 2, 1998, under Entry Number 7107645, in Book 8114, at Pages 1991-1992, records of the Salt Lake County Recorder, said point being 433.99 feet South 89°59′40″ West and 500.71 feet South 07°30′35″ East and 189.34 feet along the arc of a 970.33 foot radius curve to the left through a delta of 11°10′48″ (Chord bears South 13°05′59″ East, a distance of 189.04 feet) and 20.97 feet South 88°11′08″ West from the North Quarter Corner of Section 31, Township 2 South, Range 1 West of the Salt Lake Base and Meridian; thence North 88°11′08″ East, along the South line of that certain tract of land conveyed to Murdock West Jordan, LLC, by that certain Warranty Deed dated May 5, 2004, and recorded on May 7, 2004, under Entry Number 9057108, in Book 8985, at Pages 870-871, records of the Salt Lake County Recorder, a distance of 20.97 feet, more or less, to the Westerly right of way line of Airport Road; thence Southeasterly, along the Westerly right of way line of said Airport Road, and along the arc of the aforementioned 970.33 foot radius curve to the left, a distance of 221.14 feet, through a delta of 13°03′29″ (Chord bears South 25°13′08″ East, a distance of 220.67 feet) to a point of tangency; thence South 31°44′52″ East (record = South 31°46′30″ East), along said Westerly right of way line, a distance of 48.55 feet (record = 50.00 feet), more or less, to the Northwesterly right of way line of New Bingham Highway (S.R. 48); thence South 58°15′08″ West (record = South 58°12′50″ West), along said Northwesterly right of way line, a distance of 75.87 feet, more or less, to the Southerly line of the aforementioned Wagstaff Investments parcel, said point also being the beginning of a non-tangent 50.00 foot radius curve to the left; thence Northerly along said curve, a distance of 77.83 feet (record = 77.076 feet), through a delta of 89°10′58″ (record = 88°19′23″) (Chord bears North 13°39′39″ East, a distance of 70.20 feet) to a point of reverse curvature with a 906.00 foot radius curve (record = 990.450 foot radius curve); thence Northwesterly along the arc of said curve, a distance of 231.93 feet (record = 234.047 feet), through a delta of 14°40′03″ (record = 13°32′21″) (Chord bears North 23°35′49″ West, a distance of 231.30 feet) to the point of beginning.

The above described tract of land contains 7,117 square feet, or 0.163 acres, more or less.

The foregoing is a portion of Salt Lake County Parcel Number: 21-31-126-009.
EXHIBIT “B”
(the “Deed”)
QUIT CLAIM DEED

RIVERTON-REDWOOD ASSOCIATES, L.C., a Utah limited liability company
(hereinafter referred to as “Grantor”), whose principal office address is 1448 West 13400 South,
Riverton, Utah 84065, for good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, hereby conveys and quit claims to the CITY OF WEST JORDAN,
UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter
referred to as “Grantee”), whose principal office address is 8000 South Redwood Road, West
Jordan, Utah 84088, the following parcel of real property located in Salt Lake County, State of
Utah, more particularly described as follows, to wit:

[See Exhibit “B-1” attached hereto and incorporated herein.]

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of
____________________, 2019.

RIVERTON-REDWOOD ASSOCIATES, L.C.,
a Utah limited liability company

By: ______________________________
   Mark Newman
   Name: ______________________________
   Title: ______________________________

STATE OF UTAH )
COUNTY OF SALT LAKE )

On this 19 day of November, 2019, personally appeared before
me ______________________________, who being by me duly sworn did say that
s/he is the MANAGER of RIVERTON-REDWOOD ASSOCIATES, L.C., a Utah limited
liability company, and that the foregoing instrument was duly authorized at a lawful meeting
held or by authority of its bylaws and signed on behalf of said limited liability company.

______________________________
Jenn Jones
Notary Public
Residing at Riverton, UT
My Commission Expires May 3, 2023
Exhibit “B-1”

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